



APPENDIX 12C3

COVENANT

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[Registered proprietor] in respect of computer register [the Greenbelt and Conservation Policy Area as defined in the Zone Rules]

Grantee (together)

Auckland Council in respect of computer register [Public Land transferred to Auckland Council] and

Her Majesty the Queen acting by and through her Minister for Conservation in respect of computer register [Public Land transferred to DoC]

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	[TBC]	[TBC]	[TBC]

Covenant provisions

The provisions applying to the specified covenants are those set out in the Annexure Schedule.





1. INTRODUCTION

- 1.1 The Grantor has obtained the Consent a requirement of which is that the Grantor enter into this covenant with the Grantee

2. DEFINITIONS

In this covenant, unless the context otherwise indicates:

- 2.1 "the Consent" means resource consent [reference];
- 2.2 "the Dominant Land" means the dominant tenement described in Schedule A;
- 2.3 "The Grantee" means [Auckland Council and DoC] together with their respective successors in title to the Dominant Land;
- 2.4 "The Grantor" means [the Consent Holder] together with its successors in title to the Servient Land;
- 2.5 "Infrastructure" means roading, any electricity, telecommunications, water, storm water or wastewater lines, ducts, tanks, storage, generation or collection facilities, pipelines or other services and associated conduits and structures which are intended to service [the Karepiro Development, the Weiti Village Development or the Greenbelt and Conservation Policy Area]; and
- 2.6 "the Servient Land" means the servient tenement described in Schedule A.

3. COVENANTS

- 3.1 The Grantor for itself while registered proprietor and its successors in title, to the Servient Land or any part of or interest in the Servient Land covenants, acknowledges and agrees with the Grantee and their respective successors in title to the Dominant Land that the Grantor will at all times observe and perform all the stipulations and restrictions contained in the First Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land





FIRST SCHEDULE

Covenants

- 1 The Grantor shall not undertake any subdivision of the Servient Land except as required to establish, construct or provide for separate ownership of any structures buildings or ancillary facilities relating to:
 - (i) Infrastructure specific to Weiti; or
 - (ii) conservation, heritage or education facilities approved by the Auckland Council.
- 2 The Grantor shall establish undertake and maintain on the Servient Land the enhancement planting required in Rule 12.8.8.22.9- Enhancement Planting in the Zone Rules.

